



eurotrader

Eurotrade Investments RGB LTD

EUROTRADER VPS SERVICE TERMS AND CONDITIONS

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EUROTRADER VPS SERVICE TERMS AND CONDITIONS

The Eurotrader VPS service is offered to all Live Account Clients of Eurotrade Investments RGB LTD (hereinafter referred to as the “Company” or “Eurotrader”) under the following Terms and Conditions.

1. Introduction

- 1.1 The VPS Service is offered by the company to its clients through a third party provider by the name of NetShop ISP Forex.
- 1.2 The VPS service is available to all of the Company’s Clients who satisfied the criteria for this VPS Service as set out in clauses 3.1. and 3.1 of the VPS Service Terms and Conditions.
- 1.3 The Client hereby acknowledges, confirms and accepts to be legally bound by the Terms and Conditions set out in this VPS Service and/or/ any other legally binding agreements between him and the Company

2. Commencement date

- 2.1 The VPS service runs indefinitely from the moment it is activated on a client(s) account.

3. Terms and Conditions

- 3.1 The VPS Service is offered on a paid or complimentary basis subject to the Client meeting specific deposits and trading requirements specified further in clauses 3.6 and 3.9 of these Terms and Conditions.
- 3.2 In order for a Client to be eligible to subscribe to the VPS Service he/she must have opened a Eurotrader account with the Company as per the Account Opening agreements and must have completed the age of 18 or the legal age applied in his country of residence or otherwise not be considered as a “minor” in his country of residence.
- 3.3 The Following VPS packages are offer to clients:

Forex VPS Standard:

1GB RAM/ 1CPU
40GB Hard Disk
Windows OS

Forex VPS Advanced:

2GB RAM/ 2CPU
50GB Hard Disc
Windows OS

Forex VPS Ultimate:

4GB RAM/CPU4
100GB Hard Disk
Windows OS

- 3.4 The following fees apply for the paid VPS Service:

Forex VPS Standard:

30 EUR/Monthly + VAT

Forex VPS Advanced:

40 EUR/Monthly + VAT

Forex VPS Ultimate:

60 EUR/Monthly + VAT

NOTE: In case of a different Eurotrader account currency the fee equivalent will be deducted using the applicable ECB exchange rate of the day.

- 3.5 The fee paid for the VPS Service is deducted from the client’s Eurotrader account monthly after the monthly invoice has been issued.

3.6 In order for the Client to apply for the Free VPS service, at the time of the registration, the net deposit amount to the Client's Eurotrader account of the Client during the past 30 (thirty) days, must meet the following requirement:

Forex VPS Standard: 2,500 GBP (2,500 EUR, 2500 USD)	Forex VPS Advanced: 5,000 GBP (5,000 EUR, 5,000 USD)	Forex VPS Ultimate: 25,000 GBP (25,000 EUR, 25,000 USD)
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3.7 Access to the Free VPS service package can be requested via the Eurotrader area.

3.8 Providing that the Client's request is eligible for the service based on the requirements outlined in clause 3.4 and 3.6 the VPS access details shall be provided within 2 (two) business days from the date the request has been submitted by the Client.

3.9 In order for the Client to maintain access to the free VPS service, the Client must meet the following trading requirements.

Forex VPS Standard: 3 standard lots must have been completed within the past calendar month.

Forex VPS Advanced: 5 standard lots must have been completed within the past calendar month.

Forex VPS Ultimate: 10 standard lots must have been completed within the past calendar month.

3.10 In case the requirements outlined in Clause 3.9 are not met but the Client wishes to continue using the VPS packages provided, he may opt to switch to the paid VPS service. The Client then agrees that the relevant fee will be deducted from his Eurotrader account balance as outlined in these Terms and Conditions clauses 3.4 and 3.5

3.11 Technical support regarding the Client's VPS package provided upon raising a ticket with the Eurotrader customer service department.

4. Amendment and Termination

4.1 The Company Reserves the right to unilaterally modify the VPS Service of the Terms and Conditions of the VPS Service, from time to time, at the sole discretion of the company and without the Client's prior consent.

4.2 The Company reserves the right to terminate the Client's VPS package by giving 1 (one) week written (email) notice to the Client in the case the trading requirements outlined in these Terms and Conditions clause 3.9 are not met.

4.3 The Company reserves the right to terminate the Client's paid VPS package by giving 1 (one) week written (email) notice to the client, in case that no funds are available on the Client's Eurotrader account balance to cover the fee of the monthly invoice.

4.4 The Company may terminate this Agreement with immediate effect, by giving written notice to the Client, 7 (seven) days in advance. The Company has no obligation to provide any reason for such decision.

- 4.5 The company reserves the right at its absolute discretion, to cancel the VPS service without the Client's prior consent and with immediate effect if:
- a. It becomes unlawful for the company and/or the Client to perform or comply with any one or more of their obligation under these Terms and Conditions.
 - b. The Company suspects or has reasons to believe that a Client is involved in any form of fraudulent activities.
 - c. The Company suspects or has reason to believe that the Client has abused and/or in any way manipulated the Terms and Conditions and/or has not acted in good faith.
 - d. The Company suspect or has reason to believe that the Client has been involved in any form of prohibited trading as described in the Account Opening Agreement.
 - e. The Client involves the Company directly or indirectly in any type of fraud, given that the Company has used its best judgment to determine the existence of fraud.
 - f. The Client has been accused for any regulatory and/or legal investigation or illegal interference into its commercial affairs, or any past sanctions imposed on the client.

5. Complaints

- 5.1 Any dispute arising with or in connection with any of the Terms and Conditions of the VPS service shall be dealt by the Company as per the Company's Complaint Handling Policy, which is available on the Company's website.
- 5.2 All complaints must be in writing and addressed to the Customer Support Department of the Company via email at Support@eurotrader.eu. More details on the procedure which the Client must follow, the deadlines for receiving a response from the company as well as contact details for the Company's regulatory authority can be found on the Company's website under Section 'Legal Documentation'.

6. Acknowledgements

- 6.1 The Client acknowledges that the Company has the right to contact the Client on the telephone number used during the registration process for verification purposes.
- 6.2 The Client acknowledges and confirms that the company shall not be held liable for any failure of the VPS service including but not limited to power failures, technical failures, or any communication/date failure, system failure or any other failure of technical nature.
- 6.3 The Client acknowledges that VPS hosting is controlled by a third party and the Company shall not be liable for any failures in relation to VPS hosting.
- 6.4 The Client acknowledges that Forex and CFDs are leveraged product which involve a high level of risk. When trading such products, it is possible for Clients to lose all of their invested capital. These products may not be suitable for all investors and Clients should ensure that they understand the risks involved. Clients should seek independent advice if necessary.